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Section B - Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001 1 Lot \$1,008,458.85

NMRIL Engineering Services

CPFF

NMRIL Engineering Services in accordance with the Statement of Work

(SOW), Section C, as specified in individual task orders.

FOB: Destination

ESTIMATED COST FIXED FEE

TOTAL EST COST + FEE

\$1,008,458.85

\$0.00

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 000101 \$0.00

FUNDING FOR CLIN 0001

CPFF

PURCHASE REQUEST NUMBER: 1300810537

ESTIMATED COST \$0.00 FIXED FEE \$0.00

TOTAL EST COST + FEE

ACRN AA \$187,874.25

CIN: 130081053700001

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0002 1 Lot \$12,125.75

Other Direct Costs (ODCs)

COST

FOB: Destination PSC CD: AD24

ESTIMATED COST \$12,125.75

N6600118D0318 N6600120F0014 Page 3 of 15

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 000201 \$0.00

FUNDING FOR CLIN 0002

COST

PURCHASE REQUEST NUMBER: 1300810537

ESTIMATED COST \$0.00

ACRN AA \$12,125.75

CIN: 130081053700001

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0003 Lot NSP

Contract Data Requirements List (CDRLs)

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 1001 1 Lot \$1,000,639.45

OPTION NMRIL Engineering Services

CPFF

NMRIL Engineering Services in accordance with the Statement of Work

(SOW), Section C, as specified in individual task orders.

FOB: Destination PSC CD: AD24

ESTIMATED COST FIXED FEE

TOTAL EST COST + FEE \$1,000,639.45

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 1002 1 Lot \$12,125.75

OPTION Other Direct Costs (ODCs)

COST

FOB: Destination PSC CD: AD24

ESTIMATED COST \$12,125.75

ITEM NO 1003 OPTION	SUPPLIES/SERVICES Contract Data Requirement	QUANTITY s List (CDRLs)	UNIT Lot	UNIT PRICE	AMOUNT NSP
ITEM NO 2001 OPTION	SUPPLIES/SERVICES NMRIL Engineering Service CPFF NMRIL Engineering Service (SOW), Section C, as specified to the specified service of the specif	ces in accordance		UNIT PRICE	AMOUNT \$1,024,109.12
			ESTIM TOTAL EST	ATED COST FIXED FEE COST + FEE	\$1,024,109.12
ITEM NO 2002 OPTION	SUPPLIES/SERVICES Other Direct Costs (ODCs) COST FOB: Destination PSC CD: AD24	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT \$12,125.75
	100 021122			ESTIMATED COST	\$12,125.75
ITEM NO 2003 OPTION	SUPPLIES/SERVICES Contract Data Requirement	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT NSP

B-TXT-04 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (JUN 2017)

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the below listed number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

[Contracting officer insert number of estimated direct labor staff hours]

CLIN	Total Staff-hours of Direct Labor (X)
0001	10,560
1001	10,560
2001	10,560

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract. The total staff-hours of direct labor shall include subcontractor direct labor hours for those subcontractors identified in the Contractor's proposal as having hours included in the proposed level of effort.

- (b) Of the total staff-hours of direct labor set forth above, it is estimated that zero (0) staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.
- (d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:
- (1) If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.
- (2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, performance shall not extend beyond 30 September. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.
- (3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.
- (4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work.
- (5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of

Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

- (e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:
 - (1) The total number of staff-hours of direct labor expended during the applicable period.
- (2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.
 - (3) A breakdown of other costs incurred.
- (4) The Contractor's estimate of the total allowable cost incurred under the contract for the period. In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:
- (5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.
 - (6) A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall include subcontractor information, if any.

(f) SPECIAL INSTRUCTION TO THE PAYING OFFICE REGARDING WITHHELD FEE

Fees withheld pursuant to the provisions of this contract, such as the withholding provided by the "Allowable Cost and Payment" and "Fixed Fee" clauses, shall not be paid until the contract has been modified to reduce the fixed fee in accordance with paragraph (d) above, except that no such action is required if the total level of effort provided falls within the limits established in paragraph (d) above.

(End of clause)

B-TXT-11 ALLOTMENT OF FUNDS (PARTIAL) (JUN 2017)

- (a) This contract is partially incrementally funded with respect to both cost and fee.
- (b) The amounts presently available and allotted to this contract for payment of fee for incrementally funded items, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

ITEM(S) ALLOTTED TO FIXED FEE

0001

(c) The amounts presently available and allotted to this contract for payment of cost for incrementally funded items, subject to the Section I "Limitation of Funds" clause, the items covered thereby, and the period of performance for which it is estimated the allotted amounts will cover are as follows:

 ITEM(S)
 ALLOTTED TO COST
 PERIOD OF PERFORMANCE

 0001
 Date of award through 16 December 2019

(d) The parties contemplate that the government will allot additional amounts to this contract from time to time for the incrementally funded items by unilateral contract modification, and any such modification shall state separately

the amounts allotted for fee and the amounts allotted for cost, the items covered thereby, and period of performance that the amounts are expected to cover.

- (e) Items N/A are fully funded and performance under such items is subject to the Section I "Limitation of Costs" clause.
- (f) The contractor shall segregate costs for the performance of incrementally funded items from the costs of performance of fully funded items.

(End of clause)

B-TXT-12 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JUN 2017)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$200,000.00 inclusive of fee. It is estimated that these funds will cover the cost of performance through 16 December 2019. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of \$200,000.00 shall arise unless additional funds are made available and are incorporated as modifications to this contract.

(End of clause)

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-TXT-18 KEY PERSONNEL (JUN 2017)

- (a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.
- (b) The offeror agrees that during the first 30 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 30 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.
- (c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.
- (d) List of Key Personnel



CONTRACT LABOR CATEGORY

Information Assurance Technical Level II Information Assurance Technical Level II Information Assurance Technical Level II Information Assurance Technical Level II

- (e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.
- (f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

(End of clause)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	N/A
0002	Destination	Government	Destination	Government
000201	N/A	N/A	N/A	N/A
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 17-OCT-2019 TO 16-OCT-2020	N/A	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
0002	POP 17-OCT-2019 TO 16-OCT-2020	N/A	N/A FOB: Destination	
000201	N/A	N/A	N/A	N/A
0003	POP 17-OCT-2019 TO 16-OCT-2020	N/A	N/A FOB: Destination	
1001	POP 17-OCT-2020 TO 16-OCT-2021	N/A	N/A FOB: Destination	
1002	POP 17-OCT-2020 TO 16-OCT-2021	N/A	N/A FOB: Destination	
1003	POP 17-OCT-2020 TO 16-OCT-2021	N/A	N/A FOB: Destination	
2001	POP 17-OCT-2021 TO 16-OCT-2022	N/A	N/A FOB: Destination	
2002	POP 17-OCT-2021 TO 16-OCT-2022	N/A	N/A FOB: Destination	
2003	POP 17-OCT-2021 TO 16-OCT-2022	N/A	N/A FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AA: 1791810 M2DN 310 00039 0 050120 2D 000000

COST CODE: A00005263395 AMOUNT: \$200,000.00

ACRN CLIN/SLIN CIN AMOUNT

AA 000101 130081053700001 \$187,874.25 000201 130081053700001 \$12,125.75

CLAUSES INCORPORATED BY REFERENCE

252.232-7006 Wide Area WorkFlow Payment Instructions DEC 2018

CLAUSES INCORPORATED BY FULL TEXT

G-TXT-01 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (JUN 2017)

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

CONTRACTING OFFICER REPRESENTATIVE

Name: Siamak Tabrizi

Code: 55220

Address: NIWC Pacific Phone Number: 619-553-4194 E-mail: Siamak.Tabrizi@navy.mil

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

(End of clause)

G-TXT-08 Supplemental Wide Area WorkFlow Payment Instructions (JUN 2017)

(a) The following Wide Area WorkFlow (WAWF) payment instructions supplement DFARS Clause 252.232-7006.

(b) Interim Voucher costs are to be broken down in a clear and logical manner with fully burdened cost information (inclusive of fee). Cost information shall include identification of: 1) all labor categories and individuals utilized during the billing period; 2) number of hours and fully burdened hourly labor rates (including fee) per individual*; 3) material (consumable and non-consumables) description and fully burdened costs, separated by type; 4) fully burdened travel costs itemized by trip, date and individual; 5) other fully burdened direct costs not separately identified; e.g., reproduction, cell phones, equipment rentals, etc.; 6) subcontractor costs itemized with the same level of detail; and 7) average actual hourly labor rates (total actual fully burdened labor cost/total # hrs performed).

*In lieu of providing names of individuals, you may choose to assign an "employee code" to each individual. If the aforementioned methodology is chosen the Contracting Officer may require an employee matrix mapping the employee codes to an individual name.

Attachments created with any Microsoft Office product or Adobe (.pdf files) are to be attached to the invoice in WAWF. The total size limit for files per invoice in WAWF is 5 megabytes. A separate copy of the invoice with back-up documentation shall be emailed to the COR.

- (c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but will submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of DFARS clause 252.232-7006 by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as an Adobe (.pdf file), Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.
- (d) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.
- (e) In accordance with DFARS 204.7104-1 Informational subline item numbers (e.g., 000101, 000102, etc) shall not be priced seperately for payment purposes. Therefore, you are reminded to bill at the CLIN level using the applicable ACRN, e.g., AA, AB, AC, etc. DFAS will reject invoices that contain informational subline items.

ECMRA

ECMRA

ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA):

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for SSC Pacific via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs).

The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom-Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

For purposes of ECMRA reporting, the Product Service Code applicable to the contract/order is AD24. The contractor is required to completely fill in all required data fields using the following web address: https://www.ecmra.mil.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data

shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://www.ecmra mil.

PAYMENT INSTRUCTIONS

PGI 204.7108 Payment instructions:

 $https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm\#payment_instructions$

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.232-22 Limitation Of Funds APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.
 (End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE DESCRIPTION PAGES DATE

Attachment 1 PWS Attachment 2 CDRLs